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Attorneys for Plaintiff
DANIELLE ROBINSON, on behalf of herself and all
others similarly situated

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DANIELLE ROBINSON, on behalf of herself and all others similarly situated,

Case No. 20-cv-01401-JCS

Plaintiff,

**JOINT STIPULATION AND
[PROPOSED] FINAL ORDER &
JUDGMENT**

GRANTED AS MODIFIED

DREAMCLOUD BRAND LLC, d/b/a
RESIDENT HOME, LLC, a Delaware
Corporation,

Defendant.

1 Defendant RESIDENT HOME, LLC (“Defendant”) and Plaintiff DANIELLE ROBINSON
 2 (“Plaintiff”) (collectively the “Parties”), by and through their respective counsel, hereby stipulate and
 3 request the Court to Order as follows:

4 WHEREAS, on February 12, 2021, the Parties appeared before the Honorable Joseph C. Spero,
 5 Chief Magistrate Judge for the United States District Court for the Northern District of California for
 6 hearing on Plaintiff’s Motion for Approval of FLSA Settlement;

7 WHEREAS, at the hearing, the Court requested the Parties add clarifying language to the
 8 Settlement Agreement regarding the impact of the agreed-to Right of Revocation in Paragraph 31 of
 9 the Parties’ Settlement Agreement on Settlement Payments already delivered to and cashed by Putative
 10 Collection Members at the time Defendant invokes the Right of Revocation;

11 WHEREAS, it is the intent of the Parties that such Right of Revocation affects only the
 12 provision for payment and potential repayment of Attorneys’ Fees pursuant to the Settlement
 13 Agreement if Defendant elects to invoke the Right of Revocation in Paragraph 31;

14 WHEREAS, the Parties have reached an agreement to add such clarifying language to the end
 15 of Paragraph 31 as follows: “If Defendant elects to revoke the Settlement Agreement pursuant to this
 16 Paragraph, such revocation will not result in any claims by Defendant for reimbursement of Settlement
 17 Payments already delivered to and cashed by Putative Collective Members, but rather only on the payment
 18 and return of Attorneys’ Fees as provided in Paragraph 22. In such instance, the Settlement Agreement
 19 remains binding on all Putative Collective Members that have cashed their settlement checks, and the
 20 proceeding will remain Dismissed pursuant to the Settlement Agreement.”

21 WHEREAS, at the hearing, the Court requested the Parties add language to the Court-
 22 Authorized Notice and to the legend on the back of checks to be issued to Collective Action Members
 23 that make explicit that by cashing the checks the Collective Action Members were consenting to the
 24 jurisdiction of a U.S. Magistrate Judge for purposes of this lawsuit.

25 WHEREAS, the Parties have reached an agreement to add language regarding participating
 26 Collective Action Members’ consent to a U.S. Magistrate Judge as incorporated in the Court-
 27 Authorized Notice, submitted herewith as Exhibit A, and to the check legend, as set forth in Exhibit
 28 B submitted herewith.

1 NOW, THEREFORE, IT IS HEREBY STIPULATED and jointly and respectfully requested
 2 by and between the Parties, through their respective counsel, that the following sentences be included
 3 at the end of Paragraph 31 of the Settlement Agreement: "If Defendant elects to revoke the Settlement
 4 Agreement pursuant to this Paragraph, such revocation will not result in any claims by Defendant for
 5 reimbursement of Settlement Payments already delivered to and cashed by Putative Collective Members,
 6 but rather only on the payment and return of Attorneys' Fees as provided in Paragraph 22. In such instance,
 7 the Settlement Agreement remains binding on all Putative Collective Members that have cashed their
 8 settlement checks, and the proceeding will remain Dismissed pursuant to the Settlement Agreement."

9 Dated: February 23, 2021

10 /s/ William A. Cosmopoulos
 11 ARTHUR M. EIDELHOCH
 12 SOPHIA BEHNIA
 13 WILLIAM A. COSMOPULOS
 14 LITTLER MENDELSON, P.C.
 15 Attorneys for Defendant
 16 RESIDENT HOME, LLC

17 Dated: February 23, 2021

18 /s/ Aaron Kaufmann
 19 AARON KAUFMANN
 20 AFROZ BAIG
 21 LEONARD CARDER, LLP
 22 Attorneys for Plaintiff
 23 DANIELLE ROBINSON AND OTHERS
 24 SIMILARLY SITUATED

25 **FILER'S ATTESTATION**

26 Pursuant to Local Rule 5-1, I, the filer of this document, attest that all other signatories listed,
 27 and on whose behalf the filing is submitted, concur in the filing's content and have authorized the
 28 filing.

29 /s/ Aaron Kaufmann
 30 Aaron Kaufmann

[PROPOSED] ORDER

The Court, having considered the parties' Fair Labor Standards Act Settlement agreement, Plaintiff's Unopposed Motion for Approval of FLSA Settlement and supporting declarations, Defendant Resident Home's Statement of Non-opposition to the Motion for Approval of FLSA Settlement, and all other materials properly before the Court, and having conducted an inquiry pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216, hereby finds and orders as follows:

1. The Court grants the Parties' Joint Stipulation to add the following sentences at the end of Paragraph 31 of the Settlement Agreement: "If Defendant elects to revoke the Settlement Agreement pursuant to this Paragraph, such revocation will not result in any claims by Defendant for reimbursement of Settlement Payments already delivered to and cashed by Putative Collective Members, but rather only on the payment and return of Attorneys' Fees as provided in Paragraph 22. In such instance, the Settlement Agreement remains binding on all Putative Collective Members that have cashed their settlement checks, and the proceeding will remain Dismissed pursuant to the Settlement Agreement."

2. Unless otherwise defined herein, all terms used in this Order (the “Final Order and Judgment”) will have the same meaning as defined in the Settlement.

3. The Court will retain exclusive and continuing jurisdiction of this action, and over all the parties to the fullest extent to interpret, enforce, and effectuate the terms, conditions, intents and obligations of the Settlement agreement.

4. The Court finds that the Settlement, which has Defendant Resident Home paying a sum of \$32,767.14 to the Putative Collective Members in exchange for limited releases as set forth in the Settlement, was the product of protracted, arms-length negotiations between experienced counsel, with the assistance of a mediator. The Court grants final approval of the Settlement, including the releases and other terms, as fair, reasonable and adequate as to the Putative Collective Members, and Plaintiff Robinson. The parties are directed to perform in accordance with the terms set forth in the Settlement.

5. The request for a \$1,000 incentive award to Plaintiff Danielle Robinson, in exchange for a general release is reasonable, and therefore granted. Plaintiff Robinson shall receive an incentive award of \$1,000 pursuant to the terms of the Settlement.

1 6. Plaintiff's counsels' request for attorneys' fees and litigation costs and expenses of \$43,315
2 is approved, as the Court finds these fees and litigation costs and expenses were reasonably incurred in the
3 prosecution of this case.

4 7. The action is hereby dismissed on the merits and with prejudice.

5 8. The Court shall have exclusive and continuing jurisdiction over this Action for the purposes
6 of supervising the implementation, enforcement, construction, administration, and interpretation of the
7 Settlement and this Final Approval Order.

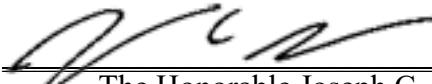
8 9. The parties are ordered to carry out the Settlement as provided in the Settlement
9 Agreement, and shall have the Settlement Administrator issue Court-Authorized Notices to Collective
10 Action Members using Exhibit A hereto as the template and to issue checks to Collective Action Members
11 that include the legend language as set forth in Exhibit B hereto.

12 10. This document shall constitute a judgment for purposes of Rule 58 of the Federal Rules of
13 Civil Procedure.

14 11. No later than twenty-one days after the deadline for members
15 of the collective to deposit their settlement checks, the parties shall
16 file a joint status report listing each member who opted into the
17 collective and identifying any issues that remain to be addressed. A
18 status conference will occur on December 3, 2021 at 2:00 PM, with the
19 expectation that the Court will vacate that conference if the status
20 report is filed before that date and no issues remain outstanding.

21 **IT IS SO ORDERED:**

22 Dated: March 1, 2021

23 
24 The Honorable Joseph C. Spero
25 Chief Magistrate Judge, United States District Court

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